

STEPHEN C. STAPLETON
Texas Bar No. 19059300
COWLES & THOMPSON, P.C.
901 Main Street, Suite 4000
Dallas, TX 75202
(214) 672-2000
(214) 672-2020 Fax

Attorneys for Defendants SABRE INC.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

IN RE:	§	Chapter 7
	§	
SUN COUNTRY AIRLINES, INC.,	§	Case No. 02-40303-NCD
	§	
DEBTOR	§	
<hr/>		
TIMOTHY D. MORATZKA, in his capacity as Trustee for Sun Country Airlines, Inc.,	§	
	§	
	§	
Plaintiff	§	
	§	
vs.	§	Adv. No. 03-4418
	§	
SABRE INC., SABRE TRAVEL INFORMATION TRAVEL NETWORK and SABRE HOLDINGS CORP.,	§	
	§	
Defendants	§	

ANSWER TO COMPLAINT

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

SABRE INC. ("Defendant") herewith files this its answer ("Answer") to the Complaint ("Complaint") filed herein by Timothy D. Moratzka, Trustee for the bankruptcy estate of Sun Country Airlines, Inc. ("Plaintiff"), and in support hereof respectfully shows the Court as follows:

1. Defendant admits the allegations contained in paragraph 1 of the Complaint.
2. Defendant admits the allegations contained in paragraph 2 of the Complaint.

3. No response is required to the allegations of paragraph 3 of the Complaint.
4. Defendant lacks sufficient information or belief to either admit or deny the allegations of paragraph 4 of the Complaint and based thereon denies same.
5. Defendant lacks sufficient information or belief to either admit or deny the allegations of paragraph 5 of the Complaint and based thereon denies same.
6. Defendant lacks sufficient information or belief to either admit or deny the allegations of paragraph 6 of the Complaint and based thereon denies same.
7. Defendant lacks sufficient information or belief to either admit or deny the allegations of paragraph 7 of the Complaint and based thereon denies same.
8. Defendant lacks sufficient information or belief to either admit or deny the allegations of paragraph 8 of the Complaint and based thereon denies same.
9. No answer is required as to the allegations of paragraph 9 of the Complaint as such constitute conclusions of law; to the extent an answer is nevertheless required to the allegations of paragraph 9 of the Complaint, Defendant denies same.
10. Defendant denies the allegations of paragraph 10 of the Complaint.
11. Defendant denies Plaintiff's claimed entitlement to attorneys fees, costs and interest as requested in the Plaintiff's prayer.

In further support of its Answer, Defendant asserts the following affirmative defenses.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

The Complaint and each claim therein fails to state a claim upon which relief can be granted against Defendant.

SECOND AFFIRMATIVE DEFENSE

(Contemporaneous Exchange)

The transfers alleged in the Complaint were upon information and belief intended to be a contemporaneous exchange for new value. Therefore, the transfers alleged in the Complaint are not avoidable pursuant to 11 U.S.C. § 547(c)(1) and, thus, the Plaintiff is not entitled to any recovery.

THIRD AFFIRMATIVE DEFENSE

(Ordinary Course)

The transfers alleged in the Complaint occurred in the ordinary course of business or financial affairs of all parties involved and according to ordinary business terms as is custom in the industry. Therefore, the transfers alleged in the Complaint are not avoidable pursuant to 11 U.S.C. § 547(C)(2) and, thus, the Plaintiff is not entitled to any recovery.

FOURTH AFFIRMATIVE DEFENSE

(New Value)

The transfers alleged in the Complaint were for the benefit of a creditor who gave new value for the benefit of the Debtor and is not secured by an otherwise unavoidable security interest. Therefore, the transfers alleged in the Complaint are not avoidable pursuant to 11 U.S.C. § 547(c)(4) and, thus, the Plaintiff is not entitled to any recovery.

FIFTH AFFIRMATIVE DEFENSE

(Estoppel)

Plaintiff's claims, and each of them, are barred by the doctrine of estoppel.

SIXTH AFFIRMATIVE DEFENSE

(Waiver)

Plaintiff's claims, and each of them, are barred by the doctrine of waiver.

PRAYER

WHEREFORE, Defendant prays that judgment be entered herein as follows:

1. That Plaintiff take nothing by way of the Complaint and that the Defendant be dismissed with prejudice;
2. That Defendant be awarded its reasonable attorneys' fees and costs of suit incurred herein; and
3. That the Court grant Defendant such other and further relief as it may deem just and proper.

DATED: January 22, 2004

Respectfully submitted,

COWLES & THOMPSON, P.C.



By: _____
Stephen C. Stapleton
Texas Bar. No. 19059300

901 Main Street, Suite 4000
Dallas, TX 75202
(214) 672-2000
(214) 672-2020 Fax

Attorneys for Defendant,
SABRE INC.

CERTIFICATE OF SERVICE

The undersigned certifies under penalty of perjury that on the 22nd day of January 2004, a true and correct copy of the foregoing document was delivered via First Class Mail to the parties listed below.



Stephen C. Stapleton

Timothy D. Moratzka
Patrick C. Summers
Erin Shields
MACKALL, CROUSE & MOORE
1400 AT&T Tower
Minneapolis, MN 55402

U S Trustee
1015 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415